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Attorneys for Plaintiff
Sonia Feldman

**UNITED STATES DISTRICT
DISTRICT OF NEVADA**

Sonia Feldman

Plaintiff,

v.

Mark Anthony Sawyer, Jennifer Ann
Sawyer, Nevada MJS Trust, The
Property Located At 6940 N. Jensen
Street, Las Vegas, NV 89149-1365,
ATD Commerce, LLC, ACM North,
LLC, MAS Holdings Group, LLC., and
Sawyer Holdings, LLC

Defendants.

Case Number:24-cv-00526

COMPLAINT FOR:

**(1) UNJUST ENRICHMENT and
(2) FRAUDULENT TRANSFER**

1 SONIA FELDMAN hereby alleges and asserts:

2 **THE PARTIES AND SUBJECT MATTER JURISDICTION**

3 1. Plaintiff Sonia Feldman is a singer-songwriter and resides in West
4 Hollywood, in Los Angeles, California.

5 2. Upon information and belief, Defendant Mark Anthony Sawyer (“Mark
6 Sawyer”) is a resident of Las Vegas, Nevada and resides at 6940 N. Jensen Street,
7 Las Vegas, NV 89149-1365 (“the Jensen Property”). Defendant Mark Sawyer is
8 being sued in this lawsuit in his capacity as Trustee or Co-Trustee of Defendant
9 Nevada MJS Trust.

10 3. Mark Sawyer currently is a defendant in Case Number 23STCV26012
11 pending in Superior Court in LA County, in the case entitled *Sonia Feldman v.*
12 *Mark Anthony Sawyer, et al* for breach of contract, open book account, and fraud
13 and conversion relating to promissory notes signed by Mr. Sawyer for bridge loans
14 where the notes remain unpaid and the money loaned was not used for the intended
15 purpose. Mark Sawyer is being sued here in title only as Plaintiff seeks to recover
16 the money Mark Sawyer stole from the assets he improved and/or acquired with
17 Ms. Feldman’s money.

18 4. Defendant Jennifer Ann Sawyer (“Jennifer Sawyer”) is Defendant Mark
19 Sawyer’s wife and upon information and belief, lives with him at 6940 N. Jensen
20 Street, Las Vegas, NV 89149-1365, and is Mr. Sawyer’s partner in crime. Mrs.
21 Sawyer is also a resident of Las Vegas, Nevada. Jennifer Sawyer is being sued
22 herein both personally and as Trustee or Co-Trustee of Defendant Nevada MJS
23 Trust. Jennifer Sawyer is not a defendant in the pending Los Angeles Superior
24 Court lawsuit.

25 5. Defendant NEVADA MJS TRUST is, upon information and belief, a trust
26 created by Defendants’ Jennifer Ann Sawyer and Mark Anthony Sawyer to shield their
27 assets, including the Jensen Property, from creditors seeking to recover monies the
28 Sawyers fraudulently stole from them via a Ponzi scheme.

1 6. Defendant 6940 N. Jensen Street, Las Vegas, NV 89149-1365 (“Jensen
2 Property”), according to public data available from PublicDataCheck.com consists
3 of 9,071 square feet of indoor space with 6 bedrooms and 8 bathrooms on a 91,476
4 square foot lot.

5 7. Defendant ATD Commerce, LLC, (“ATD Commerce”) is a Nevada limited
6 liability company run and managed by Mark Anthony Sawyer.

7 8. Defendant ACM North, LLC (“ACM North”) is a Nevada limited
8 liability managed by Mark Sawyer and created right around the time Plaintiff
9 overnighted him, via FedEx, the check, referenced herein, for \$1,166,337.13.

10 9. Defendant MAS Holdings Group, LLC (“MAS Holdings”) is upon
11 information and belief a Nevada limited liability.

12 10. Defendant Sawyer Holdings, LLC (“Sawyer Holdings”) is upon
13 information and belief a Nevada limited liability company.

14 11. This Court has Diversity Jurisdiction pursuant to 28 U.S.C. §1332(a)
15 because Plaintiff Ms. Feldman is a citizen of California while all the Defendants are
16 citizens of Nevada, and the amount in dispute is well over \$75,000. Venue is
17 appropriate pursuant to 28 U.S.C. §1391 because Defendants reside and are based
18 in Las Vegas, Nevada.

19 **GENERAL ALLEGATIONS**

20 12. Defendant Mark Anthony Sawyer holds himself out as a financial genius who
21 using so called “bridge loans” can double one’s money in less than two years. He claims
22 to have made a fortune with his bridge loan program which typically involves him
23 persuading people to let him use their money for him to loan at high rates of interest to
24 people and/or companies willing to pay high rates of interest for 90 days so they could use
25 the money until they would be able to obtain money at normal rates of interest. In
26 exchange for using his investor’s monies, Defendant Sawyer promises to pay his investors
27 a return ranging from 12% to 19% for just a 90-day period. At rates this high, one could
28 double their money within a two-year period.

1 13. Defendant Mark Sawyer encourages all those who invested into his bridge
2 loans to keep renewing their investments every ninety days. For years, if any of his
3 investors asked to withdraw any part of their money instead of letting it renew, Mr.
4 Sawyer would simply use other, newer investor's money to pay back the old investors.

5 14. At all relevant times, Defendant Jennifer Sawyer was aware of her husband's
6 Ponzi scheme and helped prop up Mr. Sawyer as a financial genius. She did this through
7 blog and video posts, falsely broadcasting online on YouTube and Facebook and
8 elsewhere, that her husband was a financial genius knowing all the time he was a fraud.
9 Jennifer propped up her husband's fraud so she could personally benefit from the money
10 that he stole from others including the money he stole from Ms. Feldman.

11 15. Upon information and belief, Jennifer Sawyer was an active participant in
12 Mr. Sawyer's fraud, participating in group meetings where various members of the fraud
13 team, including the feeders, such as Charles Dunlap, Gaelen Whittemore, Renee
14 Dickenson, Henry Dickenson and others would meet up quarterly at the Jensen Property
15 and discuss the progress of their criminal goals of enticing naïve investors to invest in Mr.
16 Sawyer's Ponzi Scheme.

17 16. Both Mr. and Mrs. Sawyer recruit others (i.e., feeders) to bring other
18 potential investors into the "bridge loan" program. Upon information and belief, as a
19 reward, the Sawyers give the "feeders" a commission on the money brought in plus they
20 give them each a Mercedes G-Wagons to drive.

21 17. Two of the feeders, Gaelen Whittemore and Domino Whittemore, seduced
22 Plaintiff Feldman with tales of Mr. Sawyer's financial brilliance and helped con Ms.
23 Feldman into giving Mr. Sawyer \$1,176,337.13 to invest into his bridge loan program.
24 They are defendants in the Los Angeles case referenced above in paragraph 3.

25 18. Gaelen Whittemore, with behind the scene coaching from Mr. Sawyer, took
26 advantage of Ms. Feldman's trust in him. Gaelen was her teacher and she had confided
27 in him that she had spent a million dollars of her inheritance from her parents and was
28 hoping to make it back somehow. The two feeders, Gaelen Whittemore and Domino

1 Whittemore, pumped up Ms. Feldman with a wild story how Mark Sawyer could help her
2 recover a million dollars she lost to others through bad decisions. So, in early 2021, the
3 Whittemores introduced Ms. Feldman to Mark Sawyer, who supposedly would help her
4 recover the million dollars she had lost.

5 19. But first they played it so Mark Sawyer was a hard man to get in touch with,
6 and that she was one of the lucky ones who would get to work with him. By playing hard
7 to reach, Mr. Sawyer was able to make the scam, however unbelievable it is to a rational
8 person, that earning so much money by constantly rolling over high interest bridge loans
9 was a great opportunity, believable.

10 20. When Ms. Feldman eventually got to meet Mark Sawyer via zoom for the
11 first time, she was gushing with naïve enthusiasm. She believed it to be her lucky day.
12 They met over zoom, and Mr. Sawyer assured her, he would get her the million dollars
13 back that she lost and then start earning money on top of that, all through the use of a
14 bridge loan program he made up.

15 21. Mark Sawyer promised to treat Sonia Feldman like his daughter and said that
16 he would help her make the million dollars money she lost back, and then some on top.
17 So struck by his apparent brilliance, she foolishly invested with him.

18 22. The first payment was for \$10,000 on January 29, 2021, and the second
19 payment was for \$1,166,337.13 on April 30, 2021.

20 23. Over the next two years, Mr. Sawyer and his feeders had told Ms. Feldman
21 that her investment had grown to approximately \$3 million dollars. They had convinced
22 her to simply roll her money over again every 90 days.

23 24. This went on for nearly two years, and then in the early summer of 2023, Ms.
24 Feldman asked for just \$200,000 of her money back. She was ready at that time to keep
25 rolling the rest of the money into the bridge loans. However, the \$200,000 was not
26 forthcoming. Instead, Gaelen Whittemore who acted as the gatekeeper to his wife,
27 Domino Whittemore, who in turn acted as the gatekeeper to Mark Sawyer started making
28 up ridiculous stories such as defendants' partner bank (Chase) restricted the amount of

1 money that could be withdrawn at any one time due to the fact that Mark Sawyer had
2 mistakenly done a deal with a couple of money-launderers. (That's not a mistake or
3 misquote. Mark Sawyer repeatedly referred to Chase as his partner bank.)

4 25. After more time went by and still no money was forthcoming, Ms. Feldman
5 then demanded to pull all her money out of the program.

6 26. No payments were made. Nor could any payments be made because rather
7 than using the funds for making bridge loans to others at high interest rates, upon
8 information and belief, Mr. Sawyer and his wife used the money for personal matters.

9 27. Upon information and belief, the money was misappropriated by Defendants
10 long ago. The Sawyer defendants began spinning some yarns about Plaintiff's
11 investment funds, that somehow got tied up with stories of money launderers, and they
12 asked her to be patient.

13 28. Fortunately, Ms. Feldman woke up from her dreams and realized she most
14 likely had been scammed. As a result, Ms. Feldman brought the aforementioned lawsuit
15 in Los Angeles for breach of contract, and then many others who also were victims of Mr.
16 Sawyer started reaching out to Plaintiff's counsel, saying they too were conned, just like
17 Ms. Feldman.

18 29. Ms. Feldman's counsel issued a subpoena to Mr. Sawyer's bank Chase, for
19 Mr. Sawyer's bank records, and discovered that within two or three days of receiving Ms.
20 Feldman's check for \$1,166,337.13, Mr. Sawyer wrote checks for over one million dollars
21 of that sum to the Vegas Auto Gallery, and \$125,000.00 to Defendant ATD Commerce,
22 LLC.

23 30. Upon information and belief, after Mark Sawyer stole Ms. Feldman's first
24 investment of \$10,000 and around the time when Ms. Feldman made her second
25 investment of \$1,166,337.13, both Mark and Jennifer Sawyer transferred title in the
26 Defendant Jensen Property to Defendant Nevada MJS Trust in an attempt to shield the
27 Defendant Property from Ms. Feldman's future collection efforts knowing that eventually
28

1 she would come running for her money, once she realized she had been conned and
2 duped.

3 31. Upon information and belief, the Defendant Nevada MJS Trust unjustly
4 benefitted as a result of Mark Sawyer transferring Ms. Feldman's money, which was
5 taken from her by fraud, lies, deceit and false pretenses, to the Nevada MJS Trust.

6 32. Upon information and belief, the Defendant Jensen Property unjustly
7 benefitted as a result of Mark Sawyer using Ms. Feldman's money, which was taken from
8 her by fraud, lies, deceit and false pretenses, to improve and otherwise for the benefit of
9 the Jensen Property.

10 33. Upon information and belief, the Defendant ATD Commerce unjustly
11 benefitted as a result of Mark Sawyer transferring Ms. Feldman's money, which was
12 taken from her by fraud, lies, deceit and false pretenses, to ATD Commerce.

13 34. Upon information and belief, the Defendant ACM North unjustly benefitted
14 as a result of Mark Sawyer transferring Ms. Feldman's money, which was taken from her
15 by fraud, lies, deceit and false pretenses, to ACM North.

16 35. Upon information and belief, the Defendant MAS Holdings unjustly
17 benefitted as a result of Mark Sawyer transferring Ms. Feldman's money, which was
18 taken from her by fraud, lies, deceit and false pretenses, to MAS Holdings.

19 36. Upon information and belief, the Defendant Sawyer Holdings unjustly
20 benefitted as a result of Mark Sawyer transferring Ms. Feldman's money, which was
21 taken from her by fraud, lies, deceit and false pretenses, to Sawyer Holdings.

22 37. Plaintiff is informed and believes that all the aforementioned conduct of
23 Defendants was willful, oppressive, fraudulent, and malicious. Plaintiff is therefore
24 entitled to punitive damages of at least three times the amount of money she was tricked
25 into handing over to Defendants.

26 38. In each instance described below and herein above, Plaintiff conferred benefits
27 on each of the named defendants in this case by writing two checks totaling \$1,176,337.13
28 to Mark Sawyer which sum was supposed to be invested into bridge loans that paid high

1 rates of interest up to 19% per quarter but was instead unlawfully diverted to and for the
2 benefit of each of the defendants.

3 39. In each instance reference herein, Defendants retained the benefits of Ms.
4 Feldman's money and have refused to return any part of it.

5 40. The circumstances described herein render Defendants retention of the monies
6 inequitable unless Defendants pay back Ms. Feldman all the money that Mr. and Mrs.
7 Sawyer took through fraud, lies and deceit. Ms. Feldman is thus entitled to all proceeds
8 and benefits obtained by Defendants from the use of her money.

9
10 **FIRST COUNT**
(UNJUST ENRICHMENT RE JENNIFER SAWYER)

11 41. Plaintiff realleges and incorporates herein by reference each and every
12 allegation contained in paragraphs 1 through 40 of this Complaint as though set forth in full
13 herein at length.

14 42. Upon information and belief, Defendant Jennifer Ann Sawyer at all relevant
15 times knew and/or should have known that her husband Mark Sawyer was running a Ponzi
16 scheme stealing people's monies, including Plaintiff Ms. Feldman's money, and benefited
17 from the bounty her husband obtained.

18 43. Instead, in this instant case, upon information and belief, the Sawyers used
19 some of the \$1.2 Million Dollars they stole from Sonia Feldman to open and improve a
20 Yoga Studio, named Obsedian Yoga and to otherwise spend on frivolous luxuries, such as
21 a Rolls Royce.

22 44. Defendant Jennifer Sawyer has unjustly benefitted from the use of Ms.
23 Feldman's funds.

24 45. It would be inequitable for Defendant Jennifer Sawyer to retain the benefit of
25 Ms. Feldman's funds for any purpose including for the benefit of the Obsedian Yoga Studio
26 business and the purchase of a Rolls Royce.

27 46. Therefore, pursuant to the doctrine of Unjust Enrichment, all benefits of the
28 use of Ms. Feldman's money inequitably received by Jennifer Sawyer should

1 transfer to Ms. Feldman. In the alternative, Defendant Jennifer Sawyer should be ordered
 2 to repay Ms. Feldman the money she and her husband Mark Sawyer took from her via fraud,
 3 lies and deceit. Otherwise, it would be inequitable if Jennifer Sawyer was to retain the
 4 benefits of the use of the stolen funds.

5
 6 **SECOND COUNT**
(UNJUST ENRICHMENT RE ATD COMMERCE)

7 47. Plaintiff realleges and incorporates herein by reference each and every
 8 allegation contained in paragraphs 1 through 46 of this Complaint as though set forth in full
 9 herein at length.

10 48. Upon information and belief, Mark Sawyer is the owner and manager of ATD
 11 Commerce.

12 49. Upon information and belief, instead of investing Ms. Feldman's money as
 13 promised into a bridge loan, Mr. Sawyer transferred to his company, Defendant ATD
 14 Commerce, the sum of at least \$125,000.00.

15 50. The \$125,000 received by ATD Commerce was Ms. Feldman's money, and
 16 ATD Commerce was no innocent party since being owned and managed by Mark Sawyer,
 17 was well aware of his unlawful activity.

18 51. Therefore, pursuant to the doctrine of Unjust Enrichment, ATD Commerce
 19 should be ordered to pay Ms. Feldman all the monies it received from Mark Sawyer,
 20 including the \$125,000 Mr. Sawyer transferred to the ATD Commerce checking account
 21 just a few days after receiving Ms. Feldman's check for \$1,166,337.13. Otherwise, it would
 22 be inequitable if ATD Commerce were to retain the benefits of the use of the stolen funds.

23
 24 **THIRD COUNT**
(UNJUST ENRICHMENT RE ACM NORTH)

25 52. Plaintiff realleges and incorporates herein by reference each and every
 26 allegation contained in paragraphs 1 through 51 of this Complaint as though set forth in full
 27 herein at length.

28 53. Upon information and belief, Mark Sawyer is the owner and manager of

1 ACM North.

2 54. Upon information and belief, instead of investing Ms. Feldman's money as
3 promised into a bridge loan, Mr. Sawyer transferred to his company, Defendant ACM
4 North, some of the money he received from Ms. Feldman.

5 55. The money received by ACM North was Ms. Feldman's money, and ACM
6 North was no innocent party since being owned and managed by Mark Sawyer, was well
7 aware of his unlawful activity.

8 56. Therefore, pursuant to the doctrine of Unjust Enrichment, ACM North should
9 be ordered to pay Ms. Feldman all the monies it received from Mark Sawyer, including all
10 the money Mr. Sawyer transferred to the ACM North checking account after receiving Ms.
11 Feldman's check for \$1,166, 337.13. Otherwise, it would be inequitable if ACM North
12 were to retain the benefits of the use of the stolen funds.

13
14 **FOURTH COUNT**
(UNJUST ENRICHMENT RE THE JENSEN PROPERTY)

15 57. Plaintiff realleges and incorporates herein by reference each and every
16 allegation contained in paragraphs 1 through 56 of this Complaint as though set forth in full
17 herein at length.

18 58. Upon information and belief, Mark Sawyer and his wife used the funds they
19 unlawful stole from Ms. Feldman and used those funds to pay their monthly mortgage
20 payment on the Jensen Property.

21 59. Therefore, pursuant to the doctrine of Unjust Enrichment, a percentage
22 ownership interest of the Jensen Property should become Plaintiff's property, that
23 percentage being a fraction defined by the numerator being all the mortgage payments made
24 by the Sawyers since May 2021, when they conned Ms. Sawyer into writing a check to
25 Mark Sawyer for \$1,166,337.13 and the remaining balance due on the mortgage at the time
26 of the theft. Otherwise, it would be inequitable if the Sawyers were to retain the benefit of
27 Ms Feldman's funds that they stole from her.

FIFTH COUNT

(UNJUST ENRICHMENT RE MAS HOLDINGS GROUP, LLC)

60. Plaintiff realleges and incorporates herein by reference each and every allegation contained in paragraphs 1 through 59 of this Complaint as though set forth in full herein at length.

61. Upon information and belief, Defendant MAS Holding is the recipient of funds fraudulently obtained from Ms. Feldman by Mark Sawyer through Mr. Sawyer's fraud, lies and deceit. Upon information and belief, Mr. Sawyer transferred at least some of those unlawfully obtained funds to MAS Holdings for the benefit of MAS Holdings.

62. Therefore, pursuant to the doctrine of Unjust Enrichment, a percentage ownership interest of the MAS Holdings should become Plaintiff's property, and/or MAS Holdings should be ordered to repay Ms. Feldman the money that Mark Sawyer stole from Ms. Feldman, as it would be inequitable if MAS Holdings were to retain the benefits of the use of the stolen funds.

SIXTH COUNT

(UNJUST ENRICHMENT RE SAWYER HOLDINGS, LLC)

63. Plaintiff realleges and incorporates herein by reference each and every allegation contained in paragraphs 1 through 62 of this Complaint as though set forth in full herein at length.

64. Upon information and belief, Mark Sawyer, with the assistance of his wife, Jennifer Sawyer, used the funds he unlawfully obtained from Ms. Feldman through fraud, lies and deceit and used those funds to pay money into and benefit Defendant Sawyer Holdings.

65. Therefore, pursuant to the doctrine of Unjust Enrichment, a percentage ownership interest of Defendant Sawyer Holdings should become Plaintiff's property, and/or Sawyer Holdings, LLC should be ordered to repay Ms. Feldman the money that Mark Sawyer with the assistance of his wife Jennifer Sawyer, unlawfully obtained from Ms. Feldman, as it would be inequitable if Sawyer Holdings, LLC were to retain the benefits

1 of the use of the stolen funds.

2
3 **SEVENTH COUNT**
4 **(UNJUST ENRICHMENT RE NEVADA MJS TRUST)**

5 66. Plaintiff realleges and incorporates herein by reference each and every
6 allegation contained in paragraphs 1 through 65 of this Complaint as though set forth in full
7 herein at length.

8 67. Upon information and belief, Mark Sawyer, with the assistance of his wife,
9 Jennifer Sawyer, used the funds he unlawfully obtained from Ms. Feldman through fraud,
10 lies and deceit and used those funds to pay money into and benefit Defendant Nevada MJS
11 Trust.

12 68. Therefore, pursuant to the doctrine of Unjust Enrichment, a percentage
13 ownership interest of Defendant Nevada MJS Trust should become Plaintiff's property,
14 and/or Sawyer Holdings, LLC should be ordered to repay Ms. Feldman the money that
15 Mark Sawyer with the assistance of his wife Jennifer Sawyer, unlawfully obtained from
16 Ms. Feldman, as it would be inequitable if Nevada MJS Trust were to retain the benefits of
17 the use of the stolen funds.

18 **EIGHTH COUNT**
19 **(FRAUDULENT CONVEYANCE RE THE NEVADA MJS TRUST)**

20 69. Plaintiff realleges and incorporates herein by reference each and every
21 allegation contained in paragraphs 1 through 68 of this Complaint as though set forth in full
22 herein at length.

23 70. As stated above, the Sawyers transferred title to the Jensen Property to the
24 Nevada MJS Trust right around the time they began to steal Ms. Feldman's money.

25 71. Upon information and belief, the Sawyers transferred the Jensen Property to
26 the Nevada MJS Trust in an attempt to shield the Jensen Property from Ms. Feldman's reach
27 once she awoke from Mark Sawyer's spell and realized she had been taken for a fool and
28 gave a stranger almost \$1.2 Million Dollars based on his fraud, lies and deceit that
he would recover the \$1 Million Dollars she had previously lost due to his financial

1 wizardry.

2 72. Fortunately, Ms. Feldman woke up to the scary facts that she gave her
3 money to a con man while there was still time to recover her money.

4 73. Pursuant to [NV Rev Stat § 112.180 \(2022\)](#), Plaintiff requests that the
5 transfer be deemed a fraudulent conveyance and that it be ignored so that Plaintiff
6 can attach it to recover the money the Sawyers stole from Ms. Feldman in due course.

7
8 **PRAYER FOR RELIEF:**

9 WHEREFORE, counterclaimants pray for judgment as follows:

10 1. That the Court decree that Plaintiff is entitled to receive all the benefits
11 unjustly enriched upon Jennifer Sawyer, Nevada MJS Trust, the Jensen Property, ATD
12 Commerce, ACM North, MAS Holdings, and Sawyer Holdings, LLC.

13 2. That the conveyance of title from Mark Anthony Sawyer and Jennifer Ann
14 Sawyer in the Jensen Property to the Nevada MJS Trust be ruled a fraudulent conveyance
15 and that title transfer instead to Plaintiff or be deemed null and void.

16 3. That title to each of the foregoing named defendant business entities and the
17 property in their name be transferred to Plaintiff;

18 4. That in the alternative that defendants be ordered to pay the \$1,176,337.13
19 Mark Sawyer with the assistance of others, including Jennifer Sawyer, conned Plaintiff
20 into investing into Mr. Sawyer's "bridge loans" Ponzi scheme.

21 5. That Defendants be prohibited from ever holding themselves out to the
22 public as a financial advisor or loan agent and be prohibited from engaging in or working
23 for any financial institution or loan agency ever again.

24 6. That the Court transfer title of the house located at 6940 N. Jensen Street, Las
25 Vegas, NV 89149-1365 over to Plaintiff, pursuant to the doctrine of unjust enrichment;

26 7. That the Court transfer title of other properties in the Defendants' names or
27 in the names of Defendants' Trusts, over to Plaintiff pursuant to the doctrine of unjust
28 enrichment;

1 8. For punitive damages in an amount determined by a jury to punish
2 Defendants for their wretched behavior;

3 9. For costs of suit herein incurred;

4 10. For Attorney's Fees;

5 11. For both pre-judgment and post-judgment interest as permitted by law;

6 12. For any other orders necessary to accomplish complete justice between the
7 parties:

8 13. For such other and further relief as this Court may deem just and proper.

9 DATED: March 18, 2024

Michael Machat

10 By: Michael Machat
11

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